



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

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Core 0B2 / Noyau 0B2**

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en régime
accéléré
L'Esplanade Laurier,
East Tower 7th Floor
140 O'Connor, Street,
Ottawa
Ontario
K1A 0R5

Title - Sujet Office Paper/ Papier de bureau	
Solicitation No. - N° de l'invitation E60PD-19PAPR/B	Date 2019-08-23
Client Reference No. - N° de référence du client E60PD-19PAPR	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PD-150-77619
File No. - N° de dossier pd150.E60PD-19PAPR	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-10-07	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Fulham, Veronique	Buyer Id - Id de l'acheteur pd150
Telephone No. - N° de téléphone (343)550-1625 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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Definitions

In this Request for Standing Offers, unless the context otherwise requires.

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the Call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Offer

By submitting an offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the Call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a Call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual Call-ups made against the Standing Offer.

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3** Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5** Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6** Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7** 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a Call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Offeror's Representation Table, the Electronic Financial Offer Template (EFOT), the Instructions for Completing the Electronic Standing Offer Usage Report and, the Call-up Against a Standing Offer Form.

The Appendices include the Instructions for Completing the Electronic Financial Offer Template, and the Certification of Conformity.

1.2 Summary

1.2.1 Requirement

Canada has a requirement to establish a Regional Master Standing Offer (RMSO) for the supply and delivery of bond office paper to Federal Identified Users and to Provincial/Territorial Identified Users on an "as and when requested" basis for a period of one (1) year with the right to extend for one additional one (1) year period under the same terms and conditions.

Two (2) separate solicitation documents will be published on the GETS for this requirement: one (1) solicitation document E60PD-19PAPR/A aimed at the general industry and one (1) under the aboriginal set-aside program E60PD-19PAPR/B. If Offerors are eligible and choose to make an offer on both requirements they must submit two (2) separate offer packages.

Below is a list of provinces who are part of the Canadian Collaborative Procurement Initiative who have shown interest in making Call-ups against the Standing Offer:

- Province of New-Brunswick;
- Province of Alberta;
- Province of Newfoundland & Labrador;
- Province of Ontario;
- Province of Prince Edward Island;
- Province of Nova Scotia; and
- Province of Manitoba.

Only Authorized Users will be authorized to issue Call-ups against this Standing Offer. A list of Authorized Users will be provided at Part 7 paragraph A7.9- Authorized Users.

1.2.2 Trade Agreements

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.2.3 Comprehensive Land Claims Agreements

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Authorized Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting Standing Offers.

1.2.4 Electronic Price List

Any Standing Offer that will be issued as a result of the Request for Standing Offer may be listed by PSPC on a web-based desktop purchasing aid provided to Authorized Users.

1.2.5 Epost Connect Service

This RFSO will only allow Offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the Request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the Request for Standing Offers process. The debriefing may be in writing, by telephone or in person.

1.5 Key Terms

PSPC-	Public Services and Procurement Canada
RFSO-	Request for Standing Offer
RMSO-	Regional Master Standing Offer
NCA-	National Capital Area
EFOT-	Electronic Financial Offer Template (basket of goods)

Catalogue – The term Catalogue will be interpreted to mean a book, pamphlet either printed or electronic, which may be illustrated, that contains details of the Offeror's items for sale, regardless of its title.

House Brand, Private Label – The terms House Brand and Private Label refer to a proprietary brand of merchandise sold by one retailer and its associates and often bearing the name of the retailer or buying group. Additionally, for the purpose of this requirement PSPC will deem all House Brand products from one Offeror as technically equivalent to products similar in form and function to those marketed by other Offerors.

Delivery Duty Paid (DDP) Incoterm: Seller is responsible for delivering the goods to the named place in the country of the buyer, and pays all costs in bringing the goods to the destination including import duties and taxes.

Large Population Centre: a populated geographical area constituting a city, or municipality and surrounding area with 100,000 residents or more which is road accessible throughout the year.

Medium Population centre: a populated geographical area constituting a city, town or municipality and its surrounding areas with 30,000 to 99,999 residents which is road accessible throughout the year.

Small population Centre: a moderately populated geographical area constituting a city, town or municipality and its surrounding areas with 1,000 to 29,999 residents which is road accessible throughout the year.

Remote Area: a small locality or community that is secluded and may not be road accessible throughout the year. For the purpose of this requirement Vancouver Island and the Island of Newfoundland are considered to be road accessible (via major ferry service) throughout the year.

Bilingual – The term Bilingual means both official languages of Canada, English and French.

1.6 Offer

By submitting an offer, the Offeror offers to provide and deliver the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

1.7 Official Languages Act

The *Official Languages Act* specifies that PSPC has an obligation to provide services to other government departments and agencies in the language of work of the region. The Atlantic, Quebec, National Capital Area (NCA), Eastern and the Northern Ontario regions are prescribed under the Act and are therefore designated as bilingual regions for language of work purposes. In regions prescribed as bilingual, any resulting Offeror is required to serve those prescribed regions in both official languages, such as the provision of bilingual Offeror price lists.

For the purposes of this requirement any Offeror across Canada that is quoting on a bilingual designated region must offer documentation in both official languages and must be able to provide bilingual services to those regions, such as a bilingual contact, taking orders etc.

1.8 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out

in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

1.9 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to A7.16 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

1.10 Electronic Purchasing Tool - Notification

Canada may, at any time during the Standing Offer period, choose to make use of an electronic procurement solution or other electronic tools to manage the Standing Offer and associated ordering processes.

Canada reserves the right to render participation in the use of the new solution and any associated interfaces, mandatory or optional, at its sole discretion.

Any costs associated with the implementation and maintenance of the Offeror's participation in the electronic procurement solution will be borne by the Offeror.

Canada agrees to provide the Offeror with no less than three months notice to allow for the migration to any electronic procurement solution. Any notice will, at a minimum, include the following:

- The Commercial name of the electronic procurement solution;
- Requirements pertaining to enablement or membership to the supplier networks;
- Technical requirements for catalogue formats and system interfaces (if applicable);
- Payment processing requirements (if applicable);
- Implementation plan; and
- Order processing requirements and workflows.

For all purchases for which the participation in any such electronic procurement solution is mandatory, if the Offeror chooses not to participate, the Standing Offer may be set aside by Canada.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, Standing Offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, Standing Offer and resulting contract(s) as though expressly set out in the RFSO, the Standing Offer and the resulting contract(s).

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Offers

As part of our Greening Initiative, offers must only be submitted via epost Connect service provided by Canada Post Corporation by the date and time indicated on page 1 of the RFSO.

Note: The Bid Receiving Unit in the National Capital Area (NCA) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This e-mail address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is

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eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, the Offeror is deemed to have consented to that the applicable laws as specified herein by Canada.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

To submit the offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

Prices should appear in the financial offer only. No prices must be indicated in any other section of the offer.

Offerors may submit an offer for one (1) or more of the following region(s), excluding Comprehensive Land Claims Settlement Areas. Offerors should state in their technical offer which region(s) they are submitting an offer:

- 1) **British Columbia Region:** All localities within the province of British Columbia with postal codes beginning with the letter V.
- 2) **Alberta Region:** All localities within the province of Alberta with postal codes beginning with the letter T.
- 3) **Saskatchewan Region:** All localities within the province of Saskatchewan with postal codes beginning with the letter S.
- 4) **Manitoba Region:** All localities within the province of Manitoba with postal codes beginning with the letter R.
- 5) **Northern Ontario (Bilingual):** All localities within the province of Ontario with postal codes beginning with the letter P.
- 6) **Southern and South Central (SSC) Ontario:** All localities within the province of Ontario with postal codes beginning with the letters L, M and N.
- 7) **Eastern Ontario and National Capital Area – NCA (Bilingual):** All localities within the province of Ontario with postal codes beginning with the letters K and localities within Quebec beginning with the following three characters: J9A, J9B, J9E, J9H, J9J, J8L, J8M, J8N, J8P, J8R, J8T, J8V, J8X, J8Y, J8Z, J0W, J0X.
- 8) **Québec Region:** All localities within the province of Quebec with postal codes beginning with the letters G, H and J excluding those identified as being part of the National Capital Area – NCA.
- 9) **Newfoundland and Labrador:** All localities within the province of Newfoundland and Labrador with postal codes beginning with the letter A.
- 10) **New-Brunswick and Prince Edward Island (Bilingual):** All localities within the provinces of New Brunswick and Prince Edward Island with postal codes beginning with the letters C and E.
- 11) **Nova Scotia:** All localities within the province of Nova Scotia with postal codes beginning with the letter B.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

- a. The Offeror must complete all areas of the document where they are directed to provide information in "blanks" and "fill-ins".
- b. Offeror should provide any additional documents identified as mandatory in Part 4- Evaluation Procedures and Basis of Selection, sub- article 4.1.1 Technical Evaluation.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the provided Electronic Financial Offer Template (EFOT) at Annex C and in accordance with the instructions at Appendix 1. The price of the offer must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom and Excise Taxes included where applicable and, Applicable Taxes extra.

3.1.1 Electronic Payment of Invoices – Offer

The following electronic payment instruments are accepted by the Offeror for payment of invoices:

- a. Payment by credit card (Visa or MasterCard)

The Offeror must accept payment by credit card, Canada requests that Offerors complete the following;

The following credit card(s) are accepted:

Visa: _____
MasterCard: _____

- b. Payment by Direct Deposit

Acceptance of electronic payment instruments for payment of Call-ups against the Standing Offer is considered a mandatory evaluation criteria.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06) Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Offeror must submit the following with their offer:

- a) The Offeror must submit a company profile which demonstrates that they have the ability to perform the full scope of the work as described in the requirement.

Each of the elements below must be addressed:

- i. Company history;
 - ii. Dealership status for the items offered;
 - iii. Ability to honour manufacturer's warranty (as applicable) on items offered;
 - iv. Delivery methods (ex: fleet of vehicles or third party transportation);
 - v. Inventory and warehousing infrastructure;
 - vi. Order management and tracking system;
 - vii. Participation in, or certifications resulting from environmental programs/initiatives, if any.
- b) The Offeror must accept payment by credit card.
 - c) The Offeror must certify that they have the ability to offer bilingual service in bilingual designated regions, as specified in Part 2 of this RFSO.
 - d) The Offeror must complete and submit the Electronic Financial Offer Template (EFOT) at Annex C in accordance with the instructions at Appendix 1 - Instructions for Completing the Financial Offer Template.
 - e) The Offeror must demonstrate conformity for each of the products proposed in their offer in accordance with the Annex A – 2.4 Proof of conformity.
 - f) The Offeror must complete the Certification of Conformity for each paper offered in accordance with Appendix 2- Certification of Conformity.
 - g) The Offeror must complete the Offeror's Representation Table" included in the Electronic Files Package (Annex B) in accordance with the following instructions.

Offerors should not change the format of the Offeror's Representation Table in any way. Offerors are requested to identify a Sales Contact for each region as well as contacts responsible for general inquiries and delivery follow up.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom and Excise Taxes included where applicable and, Applicable Taxes extra.

Financial offers will be evaluated in accordance with the methodology below.

4.1.2.2 Sustainable Pricing

In Canada's experience, when financial evaluation of offers is based on a basket of goods, Offerors will from time to time propose prices that do not allow them to recover their costs and/or make a profit on certain items. Canada encourages Offerors to submit sustainable pricing for this requirement.

A sustainable price is defined as a price for an item that can, without subsidy, generate greater than zero profit for the Offeror. For the purpose of this requirement, prices for an item that are within the normal price distribution for that item will be considered as sustainable.

Manufacturer incentive programs such as additional rebates based on sales volume or volume commitments and co-operative advertising programs are considered as subsidies.

When evaluating the prices offered, Canada may choose to verify sustainability of price for prices it deems abnormally low through one or several means such as:

- a. Inquiring directly to the manufacturer or reseller of record for the item; or
- b. Requesting price support from the Offeror.

An abnormally low price is defined as a price remarkably lower than the normal distribution of prices offered for an item.

Examples of price support that Canada would consider satisfactory include:

- a) a current manufacturer's published price list indicating the cost of the item to the Offeror; or
- b) documentation such as copies of recently paid manufacturer/distributor invoices (excluding any volume rebates or discounts); or
- c) a signed contract or agreement between the Offeror and its supplier which includes pricing structures.

Once Canada requests price support for any item, it is the sole responsibility of the Offeror to submit the information (either the information described in the examples above or information that demonstrates that it will be able to recover its own costs based on the price it has proposed) that will allow Canada to determine, with confidence, that the price offered is sustainable.

Where Canada determines that the price offered is not sustainable, Canada will assign a score of zero (0) points to the Offeror for the item in question.

4.1.2.3 Evaluation Methodology

An example of the evaluation methodology described below is included in the EFOT in the "Sample Evaluation" tab.

On a region by region basis and for each of the line items of the EFOT the following methodology will be applied:

A. Ranking

For each pricing tier (Columns N, O, P and Q);

1. The applicable "per pack" price offered by each Offeror will be ranked against the prices from all Offerors. A rank of number one (1) will be assigned to the Offeror with the lowest sustainable price. The next lowest price will be ranked number two (2) and so on. In the case where two or more Offeror's prices are exactly the same, they will be assigned the same rank value and the rank for the Offeror with the next price up will skip by a value of one for each duplicate.

B. Scoring and Weighting

1. Each Offeror's line item pricing will be scored using a formula based on rank (R) multiplied by the associated weighting factor (W). The formula is as follows:

$$\text{Score} = (11 - R) \times W$$

C. Aggregation of Scores

- a) For each Tier: The Offeror's Scores for all line items will be aggregated and transposed on a percentage (%) scale to form the Offeror's Aggregate Tier Score. The percentage score will be rounded to two (2) decimals.
- b) The Aggregate Tiers Scores will then be averaged to form the Average Tier Score.
- c) The Offeror's Average Tier Scores will be multiplied by the following weighting factors and aggregated to form the Offeror's Overall Evaluated Score:
 - i. Tier I (Column N) will bear a weighting factor of 25%;
 - ii. Tier II (Column O) will bear a weighting factor of 40%;
 - iii. Tier III (Column P) will bear a weighting factor of 25%;
 - iv. Tier IV (Column Q) will bear a weighting factor of 10%.

4.1.2.4 Formulas in Pricing Tables

If the pricing tables provided to Offerors include any formulas, Canada may re-input the prices provided by Offerors into a fresh table, if Canada believes that the formulas may no longer be functioning properly in the version submitted by an Offeror.

4.2 Basis of Selection

Offers will be evaluated and issued on a regional basis. In the event that an Offeror is successful in more than one region, PSPC will issue one Standing Offer document addressing the applicable regions. All Standing Offer documents will clearly indicate the regions and individual pricing that applies. The regions for the RFSOs and resulting RMSOs are defined in Part 3 Offer Preparation Instructions, paragraph 3.1 of this RFSO.

1. To be declared responsive, an offer must:
 - a) Comply with all the requirements of Request for Standing Offers (RFSO);
 - b) Meet all mandatory technical evaluation criteria as defined in 4.1.1.1 Mandatory Technical Criteria; and
 - c) Obtain an average score of 60% or greater of the available points in each of the four volume tiers.
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive.

Solicitation No. - N° de l'invitation
E60PD-19PAPR/B
Client Ref. No. - N° de réf. du client
E60PD-19PAPR

Amd. No. - N° de la modif.
File No. - N° du dossier
PD150.E60PD-19PAPR

Buyer ID - Id de l'acheteur
PD150
CCC No./N° CCC - FMS No./N° VME

3. On a region by region basis, only the responsive offer with the highest evaluated aggregate score will be recommended for issuance of a Standing Offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a Contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors should submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
 - i. The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR
 - ii. The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.

OR
 - ii. The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

5.1.2.1 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy. The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, at its discretion, substitute an alternative Security Requirement.

In the event an Offeror does not satisfy the Security Requirement, the Identified User will take the necessary steps to:

- a) facilitate the short term fulfillment of any resulting contract by providing an escort or alternative delivery arrangements to the Offeror(s); and
- b) facilitate a long term solution by sponsoring the registration / certification of the Offeror at the appropriate level in the Industrial Security Program.

For additional information on security requirements, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Services and Procurement Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

A7.1 Interpretation

A7.1.1 Definitions and Interpretation

- a) Definitions. In this Standing Offer, a capitalized term shall have that meaning attributed to that term in *2009 (2018-07-16) Standing Offers – Goods or Services – Authorized Users*, section 01, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning given to it in such document.
- b) Other Interpretative Provisions. Unless otherwise indicated:
1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
 2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
 3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
 4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
 5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
 6. where a word is defined other forms of the word will have the corresponding meaning;
 7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
 8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
 9. all dollar amounts refer to Canadian dollars.

A7.2 Key Terms

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make Call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

“General Information”

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

“Principal – Agent Relationship”

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the Call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

“Exclusionary Clause”

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a Call-up against a Standing Offer and its resulting contract where the Call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a Call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual Call-ups made against the Standing Offer.

A7.3 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A and, the Electronic Price List at Annex C of the Standing Offer document.

A7.4 Official Languages Act

The Official Languages Act specifies that PSPC has an obligation to provide services to other government departments and agencies in the language of work of the region. The Atlantic, Quebec, National Capital Area (NCA), and the Eastern and Northern Ontario regions are prescribed under the Act and are therefore designated as bilingual regions for language of work purposed. In regions prescribed as

bilingual, the Offeror is required to serve those prescribed regions in both official languages, such as the provision of bilingual Offeror price lists.

For the purposes of this requirement the Offeror must offer documentation in both official languages and must be able to provide bilingual (English and/or French) services to those regions, such as bilingual contact taking orders, etc.

A7.5 Security Requirements

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy. The Resulting Contract Clauses contain and Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, at its discretion, substitute an alternative Security Requirement.

In the event an Offeror does not satisfy the Security Requirement, the Identified User will take the necessary steps to:

- a) facilitate the short term fulfillment of any resulting contract by providing an escort or alternative delivery arrangements to the Offeror(s); and
- b) facilitate a long term solution by sponsoring the registration / certification of the Offeror at the appropriate level in the Industrial Security Program.

Additional information about the Industrial Security Program is available online at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

A7.6 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada.

A7.6.1 General Conditions

2009 (2018-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

The following section from General Conditions 2009 apply to Federal Identified Users only:

Section 11 – Integrity Provisions

A7.6.2 Standing Offers Reporting

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed at Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted electronically on a quarterly basis to the Standing Offer Authority.

The Quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

The data must be submitted by email on a quarterly basis to the Standing Offer Authority at PARapportsOACPD.APSOARreporting@tpsgc-pwgsc.gc.ca. The data must be submitted no later than 15 calendar days after the end of the reporting period.

Reporting will be subject to validation. In the event reporting submitted fails to comply with the requirements at Annex D of the Standing Offer, the Standing Offer Authority or delegated individual will notify the Offeror of its non-compliance and may, at its sole discretion, set aside the Standing Offer without further notification.

By submitting the quarterly reports, the Offeror certifies that their website is compliant to the terms and conditions and does not include any items that are not part of the Standing Offer.

A7.6.2.1 Ad Hoc Usage Reports - Standing Offer

From time to time the Standing Offer Authority may request additional Ad Hoc Reports based on ranges of criteria already identified in the Periodic Reporting requirement at Annex D. When requested to do so, Offerors will provide the Ad Hoc Report in accordance with the requested criteria within a reasonable timeframe.

A7.7 Term of Standing Offer

A7.7.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from October 30, 2019 to October 29, 2020.

A7.7.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

A7.7.3 Pricing Adjustments

Upon notification, Offerors are authorized to submit proposed price changes every 6 months to the Standing Offer Authority for approval. Pricing may be adjusted downward, upward or left the same. The PSPC Sustainable Pricing strategy does not apply to pricing adjustments.

Prices must not be increased by more than the rate established in the Industrial Product Price Index (IPPI) for Pulp and Paper Products. The IPPI measures price changes for major commodities sold by manufacturers in Canada. The prices are those the producer receives (as opposed to what the purchaser pays) for goods.

Offerors must submit proposed price changes to the Standing Offer Authority for consideration. PSPC will accept the proposed price change rounded up to two decimals in the event that the rounding of the price is above the IPPI.

For the purpose of this Standing Offer, IPPI for Pulp and Paper Products shall be the most current percentage change over one year (*Example: March 2014 to March 2015 « +3.8%»*), as posted at the Statistics Canada web site, will be used. (link below)

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810003001>

A7.7.4 Discontinued Items, Product Number Changes

In the event a product is no longer available from the manufacturer or that the manufacturer has changed its product number, Offerors must, within 30 days, propose a replacement product for their offer. Such changes must be supported by a letter from the manufacturer confirming that the product is either no longer available or provided under a new product number.

Any replacement product proposed must be equivalent in form fit and function and must meet or exceed the technical and environmental performance properties of the item being replaced.

A7.7.5 Validation and Acceptance of Changes

Proposed changes to the Standing Offer will be subject to validation and may be accepted or declined at Canada's sole discretion. If the changes are acceptable, the Standing Offer will be revised to reflect the changes and any increases or decreases in price.

If the changes are not accepted, Canada may set aside the Standing Offer.

A7.7.6 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the Standing Offer.

A7.7.7 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the Call-Up against a Standing Offer.

A7.8 Authorities

A7.8.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Veronique Fulham
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Consumer Goods and Information Products Division- PD Division
Address: 140 O'Connor Street, Ottawa, ON K1A 0R5

Telephone: 343-550-1625
E-mail address: veronique.fulham@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Standing Offer Authority.

A7.8.2 Contracting Authorities

If a Call-up is issued by:

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

A7.8.3 Project Authority

The Project Authority for the Standing Offer is identified in the Call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a Call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

A7.8.4 Offeror's Representative

See the Offeror's Representation Table at Annex B of the Standing Offer document.

A7.9 Authorized Users

A7.9.1 Federal Identified Users

The Federal Identified Users authorized to make Call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

A7.9.2 Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make Call-ups against this Standing Offer.

- Province of New-Brunswick
- Province of Alberta
- Province of Prince-Edward Island
- Province of Newfoundland & Labrador
- Province of Nova-Scotia
 - The following link contains a list of applicable Government Entities and Municipal,

Academic, Institutions, Schools and Hospitals Sector within Nova Scotia.

https://procurement.novascotia.ca/media/53979/public_sector_entities_under_the_public_procurement_act_2019.pdf

- Province of Manitoba, including Manitoba Hydro crown corporation as well as the following users:
 - Frontier School Division
 - Louis Riel School Division
 - St. James - Assiniboine School Division
 - River East School Division
 - Sunrise School Division
 - Winnipeg School Division
 - Rural Municipality of Mountain
 - Rural Municipality of Rockwood
- Province of Ontario, including Agricorp crown corporation as well as the following users:
 - City of Toronto
 - Peterborough County
 - Catholic District School Board of Eastern Ontario
 - Valoris for Children and Adults of Prescott Russell
 - Township of Blandford-Blenheim
 - County of Essex
 - City of London - Greenway Wastewater Treatment Centre
 - Niagara Peninsula Conservation Authority
 - Town of The Blue Mountains - Finance and IT Services
 - Northumberland County

A7.9.3 Disclosure of information – Optional Users

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred to hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

A7.10 Call-up Instrument

A7.10.1 Federal Identified User

The Work will be authorized or confirmed by the Federal Identified User(s) using the duly completed forms, as listed below in paragraph 2, or their equivalents in accordance with paragraph 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer. The Call-ups must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
3. Where an equivalent form or electronic Call-up document is used, it must contain at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
 - description and unit price for each line item;
 - total value of the Call-up;
 - point of delivery;
 - confirmation of the Federal Identified User's authority to enter in to a Contract;
 - acceptance of the terms and conditions of the Standing Offer;
 - confirmation that funds are available under section 32 of the Financial Administration Act; and
 - allows for collection of the data identified at Annex D – Standing Offer Reporting.

A7.10.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. An electronic sample is attached at Annex E – Call-up Against a Standing Offer Form. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic Call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;

- includes the unit price for each item on the Call-up;
- identifies a point of delivery; and
- includes acceptance of the terms and conditions of the Standing Offer.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of Identified Users of a province or territory in the Standing Offer. These must be goods or services or a combination of goods and services included in the Standing Offer, in accordance with the prices and terms specified therein

A7.11 Call-up Procedures (Federal Identified Users)

For requirements of \$50 to \$25,000: Federal Identified Users should make Call-Ups against the Standing Offer that best meets their immediate needs. For orders below \$50, the Offeror may at its discretion apply delivery and handling charges. Such charges must be disclosed to the client before fulfilling the order.

1. The Electronic Financial Offer Template (EFOT) under this requirement is published on the Standing Offers and Supply Arrangements Application (SOSA App). Federal Identified Users should consider using this resource when determining which Standing Offer best satisfies their immediate need.
2. Federal Identified Users must document their procurement action based on contracting policies and procedures set in place by Treasury Board.
3. Authorized Call-ups against this Standing Offer must be made using the duly completed forms or their equivalents as identified in article A7.10 by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.
4. No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
5. Only the goods identified in the Electronic Price List identified at Annex C of the Standing Offer document are authorized for Call-up. No substitutions are permitted.
6. Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.
7. Upon receipt of a Call-up, the Offeror must provide Canada with any further price reductions in effect as a result of a special offering due to volume discounts, year-end or surplus manufacturing runs, special job lots, sales, clearances or promotions. Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.
8. If by error or omission the Federal Identified User fails to apply the correct price as listed in the Electronic Price List or applies it improperly, it will be the responsibility of the supplier to notify the Federal Identified User of the error prior to delivery.
9. Any modifications to the original Call-up must be supported by the issuance of an amended Call-up form.
10. Numbering of Call-ups paid for by Acquisition Cards:

For audit purposes, it is recommended that Federal Identified Users number Call-ups paid for by acquisition cards according to a unique and sequential numbering system. The following format is

suggested (XXXX-YYMMD-SS). XXXX represents the four last digits of the credit card number, YYMMDD represents the date of the order and, SS represents a sequential number for orders placed the same day.

11. In Large and Medium Population Centres the delivery / distribution option must be determined by the Authorized User in the Call-up document. A delivery point and the distribution schedule must also be provided with the Call-up, when applicable. In Remote Areas and Small Population Centres category 1 is the only available delivery/distribution option.

A7.12 Limitation of Call-ups

A7.12.1 Federal Authorized Users

Individual Call-ups under \$50.00 may be subject to extra transportation charges. All extra transportation charges will be prepaid by the Standing Offer Holder, shown as a separate item on the invoice and supported by a certified copy of the prepaid transportation bill.

Unless otherwise specified, individual Call-ups against the Standing Offer must be between \$50 (minimum order) to \$25,000.00 (including applicable taxes).

PSPC may execute Call-ups against the Standing Offer for Call-ups from \$25,000.00 up to \$400,000.00 on behalf of the Federal Identified Users.

For requirements valued over \$400,000.00 (GST/HST included) the Federal Identified User must send a funded requisition (form 9200) to the closest regional office for appropriate action.

A7.12.2 Provincial/Territorial Identified User

If a financial limitation applies to a Call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each Call-up or in the aggregate for all Call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the Call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

A7.13 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list to the extent necessary to resolve such discrepancy.

- a) the Call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions [2009](#) (2018-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users;
- d) the General conditions [2015A](#) (2018-07-16), General Conditions: Goods – Authorized Users (Medium Complexity);
- e) Annex A, Statement of Requirement;
- f) Annex C, Electronic Price List;
- g) the Offeror's offer dated _____ (*insert date of offer*).

A7.14 Certifications and Additional Information

A7.14.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

A7.15 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

A7.16 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual Call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

A7.17 Marketing Communication

Offerors, in support of their business, may send marketing communication to the Authorized Users from time to time. Marketing communication directed to Authorized Users, regardless of format, must at a minimum include and clearly identify the following information:

- a) The Standing Offer number;
- b) The Standing Offer title;
- c) The applicable region;
- d) The Standing Offer expiry date;
- e) publication date; and
- f) effective period.

Marketing communication making reference to the Standing Offer must be restricted to the goods included in the Standing Offer referred to.

To ensure that the Standing Offer Authority is aware of current marketing initiatives, Offerors must forward an electronic copy to the Standing Offer Authority three (3) business days prior to the release of any marketing communication, regardless of format.

A7.18 Catalogue Distribution

As a result of Canada's commitment to the "*Policy on Greening procurement*", the mass distribution of unsolicited print catalogues for this commodity is prohibited.

Offerors may, as an alternative to print catalogues, distribute an electronic version of their Standing Offer catalogue to Authorized Users that have either requested it or have voluntarily opted to receive it. Catalogues must contain only the items authorized in the Standing Offer.

Solicitation No. - N° de l'invitation
E60PD-19PAPR/B
Client Ref. No. - N° de réf. du client
E60PD-19PAPR

Amd. No. - N° de la modif.
File No. - N° du dossier
PD150.E60PD-19PAPR

Buyer ID - Id de l'acheteur
PD150
CCC No./N° CCC - FMS No./N° VME

Electronic catalogues submitted by qualified Offerors to the Standing Offer Authority will be made available to Authorized Users on the Standing Offers and Supply Arrangements Application website at: <https://buyandsell.gc.ca/applications/standing-offers-and-supply-arrangements-application-SOSA-App>

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a Call-up against the Standing Offer.

B7.1 Requirement

The Contractor must provide the items detailed in the Call-up against the Standing Offer.

B7.1.1 Definitions and Interpretation

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

B7.2 Standard Clauses and Conditions

B7.2.1 General Conditions

2015A (2018-07-16), General Conditions: Goods – Authorized Users (Medium Complexity), apply to and form part of the Contract.

The following sections of 2015A apply to Federal Identified Users only:

Section 27 – Contingency Fees
Section 29 – Integrity Provisions- Contract
Section 31 – Code of Conduct for Procurement contract

Section 16 Interest on Overdue Accounts, of **2015A** (2018-07-16) will not apply to payments made by credit cards.

Section 15 Payment Period, of General Conditions 2015A (2018-07-16) will not apply to payments made by credit cards.

Section 8 Inspection and Acceptance of the Work, of General Conditions **2015A** (2016-04-04) is modified as follows:

Insert:

In cases where the Authorized User has ordered an item by mistake, the Authorized User may request that the product be exchanged for the correct item. The Authorized User must notify the Contractor within fourteen (14) calendar days of delivery. If notification is received within fourteen (14) calendar days the item will be picked-up and replaced with the correct item, or a credit / refund issued within ten (10) working days. No restocking charges shall be applied.

In cases where the Authorized User does not notify the Contractor within fourteen (14) calendar days of delivery, the Contractor may in provinces where the practice is legal apply a restocking charge to a maximum amount of 15% of the value of the returned item. In the event thirty (30) days have passed since delivery the Contractor may decline or accept the return at its sole discretion.

Transportation charges for the return of items ordered by mistake shall be at the Authorized User's cost. Return transportation shall be done by the Contractor using the most economical means at its disposal. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

B7.3 Term of Contract

B7.3.1 Period of the Contract

The period of the Contract is from October 30, 2019 to October 29, 2020.

B7.3.2 Delivery Date

For Large and Medium Population Centres, delivery must be made within three (3) business days from receipt of a Call-up against the Standing Offer.

For Small Population Centres, delivery must be made within five (5) business days from receipt of a Call-up against the Standing Offer.

The Contractor must deliver within the specified time frames for all Call-ups received. In the event PSPC determines that the Contractor is not delivering in a timely fashion, vendor performance corrective measures may be initiated. Delivery time frames do not apply on deliveries to Remote Areas.

B7.3.3 Delivery to Remote Areas

The Authorized User is responsible for choosing the most economical mode of transport that meets the requirements. This includes the costs as well as determining the mode of transport, the time frame and the transportation firm. If no instructions are provided in the Call-up, the Contractor must confirm shipping arrangements with the Authorized User before proceeding.

The Authorized User may:

- a) Select a transportation firm themselves;
- b) Request that the Contractor suggest a minimum of two transportation firms including price quotes for the client to select and approve.

B7.3.4 Missed Deliveries

The following applies to Delivery Options 2 and 3:

- a) In the event the Contractor requires an escort to complete delivery and the Contractor is unable to contact the Project Authority within 15 minutes, delivery may be rescheduled at the discretion of the Contractor.
- b) An additional delivery charge may be applied by the Contractor to the associated delivery costs as itemized in the price list.

B7.4 Payment

B7.4.1 Basis of Payment - Large, Medium and Small Population Centres

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid firm unit prices as specified in the contract, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable excluded, DDP (Delivered Duty Paid) destination, shipping, handling and, delivery charges included.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

B7.4.1.1 Basis of Payment - Remote Areas

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid firm unit prices as specified in the contract, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable excluded, DDP (Delivered Duty Paid) destination, shipping, handling and, delivery charges included.

Transportation charges are to be prepaid, in accordance with the agreed upon shipping arrangements, by the Contractor and shown as a separate item on the invoice supported by a certified copy of the prepaid transportation bill.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

B7.4.2 Single Payment

H1000C (2008-05-12) Single Payment is amended as follow:

Delete: Canada

Insert: Authorized User

B7.4.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card; and
- c. Direct Deposit (Domestic and International)

B7.5 Invoicing Instructions

The Contractor must submit its invoices in accordance with the information required in Section 10, Invoice Submission, of the 2015A, General Conditions - Goods and Services (Medium Complexity).

B7.5.1 Consolidated Invoicing

If an Authorized User requests, the Contractor must submit consolidated invoices that cover all Call-ups that have been delivered and completed for that Authorized User during the month prior to the date of the invoice. Otherwise, the Contractor must invoice separately for each Call-up delivered and completed. Any request from an Authorized User department for consolidated invoicing must be in writing and must be signed by an authorized representative of the Authorized User.

B7.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

ANNEX A- STATEMENT OF REQUIREMENT

1. Requirement

Canada has a requirement to establish a Regional Master Standing Offer for the supply and delivery of bond office paper to Federal Identified Users and to Provincial/Territorial Identified Users on an "as and when requested" basis for a period of one (1) year with the right to extend for one additional one (1) year period under the same terms and conditions.

2. Products

Offerors must meet or exceed all technical specifications detailed herein.

2.1 Types of Paper

Recycled Paper - Paper manufactured from a proportion of Postconsumer Recovered Fiber (Paper) Including:

Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and all paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste.

Postconsumer fiber does not include fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Agricultural Waste Fiber Paper - Paper manufactured from a proportion of agricultural residue fiber including:

Residue (straw and other by-products) resulting from the transformation of wheat, flax, barley, oats, rye, corn, as well as other grasses, cereal grain, sugar cane, and oil seed crops.

To be considered for this requirement, the fiber used for the paper must not be diverted from the food supply.

2.2 Technical Performance requirements

Paper offered must meet all the technical performance requirements below and the applicable specifications detailed at 8 -Technical Performance Table to be found compliant.

Curl: Paper shall lie flat before and after processing through a high speed copier or laser printer with either no tendency to curl or with a curl which can be overcome under reasonable working conditions.

Surface: Shall be free from lint, fuzz, wrinkles, waviness, folds, holes, tears, and other detrimental defects.

Size and trim: Paper shall be furnished in the size(s) ordered and shall be flat, trimmed square on four sides with clean smooth edges, free of loose fibers and evenly jogged. Successive sheets within any package shall not differ from each other by more than 1 mm (1/32inch). Paper shall be considered square if the variation does not exceed 1 mm (1/32inch).

Formation: Paper shall be uniform and shall not vary more than 0.011 mm (0.0004 inch) from one edge to the other.

2.2.1 Multipurpose and Agricultural Waste Fiber Paper

Performance: Shipments of any qualified product shall perform satisfactorily on laser printers and high speed equipment. There shall not be more than one paper-caused jam or one document with unacceptable image quality due to the paper per 5,000 continuous-copy run at atmospheric conditions of 21 ±5.5 °C and 50 ±20 pct relative humidity.

2.2.2 High Runnability Paper (White and Colored)

Performance: Shipments of any qualified product shall perform satisfactorily on laser printers and high speed equipment. There shall not be more than one paper-caused jam or one document with unacceptable image quality due to the paper per 50,000 continuous-copy run at atmospheric conditions of 21 ±5.5 °C and 50 ±20 pct relative humidity.

2.2.3 Card stock

Finish: Paper furnished may be coated or uncoated. However, only smooth matte or satin stock will be found responsive to this requirement.

2.3 Environmental Performance Requirements

Paper (except cover stock) and manufacturers must meet or exceed the Product Specific Requirements as defined in part 6 of the Underwriters Laboratories Environment (UL-Environment) Standard for Sustainability of Paper Products (UL-2771).

Part 6 of UL-2771 (Complete text available at <http://www.ul.com>)

6 Product Specific Requirements

- 6.1 The paper product shall be manufactured from a pulp and paper making process such that the total of load points assessed for Recycled Content, Solid Waste, Global Warming Potential, Energy Use, Chemical Oxygen Demand, Sublethal Toxicity, Acidification Potential and Effluent Discharge does not exceed 8 (Load Point Determination, Section 8, contains the table for calculating Load Points, and the Method for Load Point Determination for Integrated and Non-integrated Mills, Section 9 – 18, contains the methodology for collecting data). Also, the amount of points per environmental indicator shall not exceed 3.
- 6.2 The paper product shall be manufactured such that if a whitening process is used:
 - a) The fiber shall not have been whitened with elemental chlorine; and
 - b) The effluent directly downstream of the whitening plant shall not contain a measurable concentration of 2, 3, 7, 8-TCDD or a measurable concentration of 2, 3, 7, 8-TCDF.
- 6.3 The paper product shall be manufactured from agricultural or wood fibers that have been sourced from forestry or agricultural operations that have implemented a sound environmental management system and are adhering to sound environmental management practices for 100% of its activities. At minimum these practices shall contain the following elements:
 - a) Sustainable harvest rates;
 - b) The conservation of:
 - 1) Species at risk;
 - 2) Species diversity;
 - 3) Wildlife habitat;

-
- 4) Soil;
 - 5) Water and aquatic ecosystems (e.g., wetlands, lake and river ecosystems); and
 - 6) Key landscape and ecosystem-level ecological functions and processes, including corridors where necessary to preserve these ecological components.
- c) No use of World Health Organization Type 1A and 1B, chlorinated hydrocarbon pesticides, pesticides that are toxic, as well as pesticides banned by international agreement;
- d) No use of genetically modified seeds; and
- e) No new forestry or agricultural operations on natural forest lands or peat lands (i.e., that have not been previously modified for forestry or agricultural purposes except in very limited areas and timeframes when this will lead to long-term conservation benefits).
- 6.4 The product shall come from a pulp and paper mill that has a water management plan in place which outlines the following:
- a) All water input and output quantities measured and not measured; and
 - b) All known emissions to water measured and not measured.
- 6.5 The product shall not be manufactured with bisphenol A.

Clarifications pertaining to criteria 6.3 of the UL-2771 Standard

Manufacturers can demonstrate compliance to criteria 6.3 a) to e) of the UL-2771 Standard if:

- a) They are endorsed by FSC or PEFC- forest management certifications; or
- b) They can demonstrate that they meet these criteria without necessarily being endorsed by any forest management certifications.
- c) Additional information- Certification validity periods:

PEFC: The certificate is usually valid for a period of three years. Claimants will be required to submit forests to an annual verification audit to ensure that operations continue to comply with requirements.

FSC: The certificate is valid for five years as long as compliance with the FSC forest management standard (FSC-STD-20-001) is maintained.

SFI: Full recertification audits are required: for forest management and fiber sourcing certificates, every three years; and for chain-of-custody certificates, every five years.

UL(E)-2771 (EcoLogo): License validity requires an ongoing relationship with UL Environment and License certificates can be verified online.

2.3.1 Additional Certifications

PSPC is seeking to expand its commitment to the environment by integrating environmental considerations into the entire procurement decision-making process, including planning, acquisition, use and disposal in accordance with the GC's Policy on Green Procurement

As part of the SO, Suppliers are required to provide information regarding the environmental attributes of each item in the basket of goods. This includes, but not limited to:

Overall product performance

1. EcoLogo®;
2. Cradle to Cradle (C2C); and
3. Green Seal.

Recycled content

1. FSC Recycled, FSC Mix, FSC 100%, PEFC Certified, SFI 2010-2014; and
2. UL Ecologo.

As part of the communication strategy for the Office Paper Standing Offer, Canada will promote all green attributes to our users. It is in the best interest of the Standing Offer Holders to promote and provide this information.

2.4 Proof of conformity

Proof of conformity to the above stated requirements (2.1; 2.2 and 2.3) can be provided in the form of certifications, certificates, licenses or conclusive and undersigned test results from a laboratory as applicable. Certificates must be current (less than 10 years old).

Offerors must ensure concordance between the product number offered in the EFOT and their proof of conformity documents. A template for this purpose has been provided at Appendix 2 and as an electronic attachment for this purpose.

It is the responsibility of the Offeror to demonstrate conformity for each of the products proposed in their Offer.

3. Delivery

Offerors must provide the following delivery options:

- Option 1: delivery of paper to client's loading dock or ground level delivery area
- Option 2: delivery of paper to one specified location (other than those specified in Option 1) at the client site. Applicable to Large and Medium Population Centres only.
- Option 3: delivery of fixed quantities of paper (no less than 5 boxes per location) to various locations at the client site. Applicable to Large and Medium Population Centres only.

The delivery option is to be determined by the User in the Call-up document. A list of delivery points, recipients and fixed quantities by delivery point must also be provided with the Call-up when applicable.

The Offeror must confer with the client at the time of the Call-up to determine if there are any dock, freight, and/or parking restrictions in place at the delivery location. In the event that there are restrictions that complicate the normal delivery of paper, the client and the Offeror should confer to come to a mutually acceptable agreement. If such an agreement cannot be reached the Standing Offer Authority can be contacted to mediate.

4. Packing Slips

A packing slip indicating the shipping date(s), order number(s), quantity(ies), unit of issue, and part number must be included with each shipment.

5. Ordered Items

- a. The Offeror must only sell goods listed in the Electronic price list (Annex C of the resulting Standing Offer).
- b. If for any reason the Offeror cannot provide the item ordered within the Delivery timeframe the supplier must contact the User and advise them of the expected delivery date. The User may, at their sole discretion, choose to wait for delivery at this date or remove the item from their order. In the event the item is removed from the order an amendment to the call-up must be issued by the User.

6. Contractor Service

Contractor must be able to receive orders by telephone (including a toll-free number), facsimile, and e-mail. Contractor must be open for business Monday to Friday, from 8:00 AM to 5:00 PM, local time for each region (except for Statutory Holidays), and must provide a bilingual customer service representative in bilingual designated regions as prescribed under the Official Language Act.

7. Electronic Transactions via the Contractor's Website

In the event the Offeror chooses to offer Authorized Users the capability of completing transactions (Call-ups against the Standing Offer) via the Offeror's website, the requirements at 7.1 must be met.

The Offeror must notify the Standing Offer Authority of its intent to offer web transactions. Upon notification, the Standing Offer Authority or delegated individual(s) will initiate the "Virtual Call-up" verification process.

The Standing Offer Authority must be granted access to one or more "do not ship" account(s) per region for verification and testing purposes. The account(s) will allow the Standing Offer Authority to verify compliance with pricing and functionality requirements in all regions and must be valid for the entire period of the Standing Offer. Access must be granted to the Standing Offer Authority within 90 days of Standing Offer issuance.

7.1 Website Functionality Requirements

- a. The Offeror must provide Authorized Users with access to a website or microsite (hereinafter referred to as "the Site") whose explicit purpose is to conduct electronic commerce against PSPC Standing Offers;
- b. The Site will be available for browsing and the conduct of transactions only by Authorized Users who have registered on the Site (Registered User);
- c. The Site will require a unique username and a password for each registered individual;
- d. The Site content and any transactions executed on the Site will be encrypted with high grade encryption algorithm (minimum 128 bit encryption);
- e. The Site must include only items in active PSPC Standing Offers which can be found in Annex C;
- f. The Site must be bilingual in the event that the Offeror is awarded a Standing Offer in a bilingual region;
- g. The Site must meet Web Content Accessibility Guidelines (WCAG) 2.0; and

- h. The Site must indicate the price regularly charged before application of discounts and as well the final price with applicable discounts.

7.2 User Registration Requirements

- a) To register, an Authorized User must provide the following:
- Full name and title;
 - Official name of the Ministry, Agency, Board, Town, City, Municipality or other entity as listed in the Authorized User schedules;;
 - Billing address;
 - E-mail address; and
 - Phone number (10 digits)

In the event any of the user registration information requested above is incomplete, the user will only be authorized to browse and save a "shopping cart".

User registration information must be confirmed by the user with every transaction. User accounts that have been inactive for a period exceeding 6 months will be disabled until such time as registration information can be re-confirmed by the user.

7.3 Transaction Requirements

Prior to completing any electronic sales transaction the following requirements must be met:

- The Authorized User must confirm the content of their order, and that billing and shipping information is correct. In the event any information is incorrect, the user will be required to update / correct this information;
- The Authorized User must confirm that the transaction is being done in accordance with the Standing Offer terms and conditions. The Standing Offer number(s) must appear in the confirmation statement;
- The Authorized User must confirm that they hold or have obtained the appropriate approval to execute the transaction; and
- A detailed order confirmation must be sent by e-mail to the registered user.

7.4 Grace Period

The Contractor will be granted grace period of 90 days from time of issuance of a Standing Offer to allow the Site to be put in place. After the expiry of the grace period, electronic transactions via the Site must comply with articles 7.1 to 7.3 above.

In the event the Site does not comply with these requirements after the expiry of the grace period, the Contractor must not accept transactions via their website. Failure to comply with this instruction may result in the Standing Offer being set aside.

8. Technical Performance Tables

The following tables contain the technical performances the offered paper must conform to.

Property / Propriété	Method / Méthode	Units	Tolerance/ Tolérance	Multipurpose White / Papier blanc à usages multiples (30%)	Multipurpose White / Papier blanc à usages multiples (100%)	Multipurpose Colored / Papier-couleur à usage multiples (30%)
Recycled content/ Contenu Recyclé	PCW	%	min.	30%	100%	30%
Grammage	TAPPI T410	G/m2	±1%	75	75	75
Thickness / épaisseur	TAPPI T411	µm	±5%	104	104	104
Opacity / opacité	TAPPI T425	%	min.	>88	>88	>88
Brightness/ luminosité	TAPPI T452	%	±5%	>92	>92	N/A
Stiffness/ Rigidité (CD)	TAPPI T489	Taber units	min.	0.9	0.9	0.9
Stiffness Rigidité (MD)	TAPPI T489	Taber Units	min.	1.9	1.9	1.9
Smoothness /Roughness/ Lissé Rugosité	TAPPI T538	mL/minute (Sheffield)	max.	180	180	180
Absolute Moisture/ Humidité absolue	TAPPI T412	%	±0.5%	4.5	4.5	4.5

Property / Propriété	Method / Méthode	Units	Tolerance	High Runnability White / Papier blanc à compatibilité machine supérieur (30%)
Recycled content/ Contenu Recyclé	PCW	%	min.	30
Grammage	TAPPI T410	G/m2	±1%	75-105
Thickness / caliper Epaisseur	TAPPI T411	µm	±5%	100-120
Opacity/ Opacité	TAPPI T425	%	min.	>88
Brightness / Luminosité	TAPPI T452	%	±5%	92
Stiffness (CD) / Rigidité	TAPPI T489	Taber units	min.	1.2
Stiffness MD)/Rigidité	TAPPI T489	Taber Units	min.	2.2

Smoothness/ Roughness Lissé/ Rugosité	TAPPI T538	mL/minute (Sheffield)	max.	160
Absolute Moisture/ Humidité absolu	TAPPI T412	%	±0.5%	4.5

Property / Propriété	Method	Units	Tolerance	Card Stock (65 LB)	Card Stock (80 LB)
Recycled content/ Contenu recyclé	PCW	%	min.	10	10
Grammage	TAPPI T410	G/m2	±5%	175	215
Thickness / épaisseur	TAPPI T411	µm	±5%	225	275
Smoothness/ Roughness/ Lissé Rugosité	TAPPI T538	mL/minute (Sheffield)	Range	130-250	130-250
Absolute Moisture/ Humidité absolu	TAPPI T412	%	±0.5%	5	5

Property / Propriété	Method Méthode	Units	Tolerance	Agricultural Fiber White/ Fibres agricoles blanc
Agricultural Waste Fiber Content / Contenu fibres de déchets agricoles	NA	%	min.	60
Grammage	TAPPI T410	G/m2	±1%	75
Thickness/ épaisseur	TAPPI T411	µm	±5%	104
Opacity opacité	TAPPI T425	%	min.	>88
Brightness / luminosité	TAPPI T452	%	±5%	92
Stiffness (CD) Rigidité	TAPPI T489	Taber units	min.	0.9
Stiffness (MD) Rigidité	TAPPI T489	Taber Units	min.	1.9
Smoothness/ Roughness lissé/rugosité	TAPPI T538	mL/minute (Sheffield)	max.	180
Absolute Moisture/ Humidité absolu	TAPPI T412	%	±0.5%	4.5

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ANNEX B- Offeror's Representation Table

(provided as an electronic attachment)

Offeror must complete for every region quoted the Offeror Representation Table.

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ANNEX C- Electronic Financial Offer Template (EFOT)

(provided as an electronic attachment)

ANNEX D- ELECTRONIC STANDING OFFER USAGE REPORT

Instructions for Completing the Electronic Standing Offer Usage Report

1. General Instructions

Qualified Offerors will be supplied with the Electronic Standing Offer Usage Report template at such time as a Standing Offer is issued. Subsequently, as required, Offerors may request that the Standing Offer Authority send a copy of the Electronic Standing Offer Usage Report template to them by e-mail.

Offerors must complete the Electronic Standing Offer Usage Report in accordance with the instructions below.

2. Electronic Processing of the Standing Offer Usage Report

- 2.1 Reports must be submitted by electronic mail to the Standing Offer Authority in the “.XLS” or “.XLSX” (Excel compatible) file format.
- 2.2 The Standing Offer Usage Report will be processed by PSPC using electronic automation. If the Offeror's report is submitted in a way that prevents automated processing, the report will be deemed as unacceptable and returned to the Offeror with information pertaining to the deficiency.
- 2.3 The use of the “Copy” and “Paste” feature may negatively impact certain aspects of the template. PSPC suggests Offerors use “Copy” and “Paste Special- Values”.

3. Itemized Reporting

Offerors must include the requested date for every item sold as a result of Call-ups against the Standing Offer.

4. Field Descriptions and Input Instructions

Fields in the report are identified by column heading or by tag. The purpose of each field is described and the instructions for completing the fields are provided below.

Part I: Report Header

a. Standing Offer Number

The Offeror must enter the Standing Offer number which appears in the cover page of their Standing Offer.

b. Company Name

The Offeror must enter their legal company name.

c. Period

The Offeror must select the Quarter for which it is submitting a report from the pull down list. Offerors must submit a report for every quarter.

d. Total Reported this Quarter

For reports comprising of less than 10,000 lines, the "Total Reported this Quarter" field will populate automatically. For reports containing more than 10,000 entries, the Offeror must enter the sum of all reported sales in the quarter.

Part II: Report Body

a. Sold to

For transactions with the Federal Identified Users, Offerors must select the appropriate Federal Department or Agency from the drop down list. If the Department or Agency is not listed in the drop down list, please notify the Standing Offer Authority; a revised template will be issued by the Standing Offer Authority to include any missing Federal Departments or Agencies.

For transactions with Provincial/ Territorial Identified Users and MASH sector entities, Offerors must select the "PT and Mash" selection from the drop down list and indicate the full legal name of the entity in column titled P/T or MASH Entity (column O).

b. Date of Invoicing

Offerors must enter the date at which the Call-up for the item sold as a result of Call-ups against the Standing Offer was invoiced. The date must be entered using the YYYY-MM-DD format.

c. Invoice number

Offeror's must enter their invoice number for each item sold as a result of a Call-up against the Standing Offer. Offerors may aggregate more than one item per invoice number.

d. Account number

Offerors must enter the account number of the Authorized User to which the item was sold for each item sold as a result of a Call-up against the Standing Offer.

e. Postal Code (Delivery Point)

This field must contain the postal code for the delivery point where the item sold as a result of Call-ups against the Standing Offer was delivered. The postal code must be entered in the following format: A0A 0A0.

f. UPC Code

This field must contain the manufacturer's UPC Code for the item sold as a result of Call-ups against the Standing Offer. This identifier must be the same as one used in the Electronic Price List at Annex C (of the resulting Standing Offer). The Offeror must enter the UPC for the item.

g. Manufacturer Model Number

Offerors must enter the Manufacturer's Model Number for the item sold as a result of Call-ups against the Standing Offer exactly as it is listed in the "Manufacturer's Model Number" field of the Price List at Annex C. For items not listed in Annex C, the Offeror must enter the manufacturer's part number as it appears in the manufacturer's publications.

h. Offeror Part Number

Offerors must enter their part number (or SKU) for the item sold as a result of Call-ups against the Standing Offer exactly as it is in the "Offeror's Part Number" field of the Price List at Annex C. For items

not listed in Annex C, the Offeror must enter the manufacturer's part number as it appears in the manufacturer's publications.

i. Brand

This field must contain the Brand name of the item sold as a result of Call-ups against the Standing Offer. While the Brand and Manufacturer of a product may in some instances be interchangeable, this is not always the case. The Offeror must enter the name of the brand of the item sold as a result of a Call-up against the Standing Offer (Wilson Jones, PaperMate, Duracell, etc...).

j. Short Description

This field must contain a short description of the item sold as a result of Call-ups against the Standing Offer and must at a minimum include sufficient information to identify the primary purpose of the item and its core defining attributes (pen, blue, retractable).

k. QTY

Offerors must enter the quantity of items sold as a result of a Call-up against the Standing Offer. If the unit of sale is for multiple individual units, this field should reflect the number of units of sale sold. Example: If the Unit of Sale is dozen, and one dozen was sold, the QTY field should indicate "1". Alternatively, if the Unit of Sale is dozen and 6 individual pieces are sold, the Qty field should indicate "0.5".

l. Unit of Sale

This field represents the Unit of Sale for the item sold as a result of Call-ups against the Standing Offer. The Unit of Sale "ea." typically represents the smallest unit of sale for an item. Example: A box of paperclips sold as 1 ea. contains 100 paperclips. The Offeror must select the correct Unit of Sale from the provided drop down menu.

m. Unit Price

This field must contain the Offeror's price invoiced per unit of issue for the item sold as a result of Call-ups against the Standing Offer. The Offeror must enter a numerical value which represents the price in dollars and cents separately by a period (23.12) without any spaces, dashes or special characters.

n. Extended Price

This field must contain the Offeror's price invoiced per unit of issue multiplied by the quantity of each item sold as a result of Call-ups against the Standing Offer. The Offeror must enter a numerical value which represents the price in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters.

o. P/T or MASH Entity

This field, if applicable, must contain the full legal name of the P/T or MASH entity the item was sold to as a result of Call-ups against the Standing Offer.

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ANNEX E- CALL-UP AGAINST A STANDING OFFER FORM

(provided as an electronic attachment)

APPENDIX 1- INSTRUCTIONS FOR COMPLETING THE FINANCIAL OFFER TEMPLATE

1. General Instructions

Offerors must complete the Electronic Financial Offer Template (EFOT) provided as an electronic attachment to this requirement, in accordance with the instructions below. The EFOT submitted with the Offer will form part of the Electronic Price List in any resulting Standing Offer.

Each row in the Financial Offer Template represents one item. Offerors should complete the tab(s) of the EFOT corresponding to the region(s) for which they are submitting an Offer.

2. Electronic Processing of Financial Offer Template

The Electronic Financial Offer Template will be processed for evaluation by PWGSC using electronic automation. As such, Offerors must not change the format or rename the Electronic Financial Offer Template in any way. At the time of evaluation, if the Offeror's Electronic Financial Offer Template has been reformatted or renamed in a way that prevents automated processing, the Offer may be found non-responsive.

3. Field Color

All light blue colored fields must be populated by the Offeror in compliance with the instructions below.

Fields that have been populated will change in color from light blue to light yellow. The change of color does not indicate that the data entered is accepted or acceptable to Canada only that data has been entered into the field.

NOTE: The use of the "Copy" and "Paste" feature in Excel may negatively impact this aspect of the template. PWGSC suggests Offerors use the "Copy" and "Paste Special - Values" method.

4. Field Descriptions and Input Instructions

Fields in the Electronic Financial Offer Template are identified by column heading. The purpose of each field is described and the instructions for completing the field are provided.

a. Item Number

Purpose: This field represents a number assigned to the line item in the list for the purpose of this solicitation. Any amendments or questions pertaining to the line items or products requested will be addressed by this item number during the solicitation period.

Input instructions: This field is populated by PSPC and no data entry on behalf of the Offeror is required.

b. Type

Purpose: This field represents the type of paper represented by this line item.

Input instructions: This field is populated by PSPC and no data entry on behalf of the Offeror is required.

c. Fibre

Purpose: This field indicates the fibre type and recycled fibre content (where applicable) of the represented by this line item.

Input instructions: This field is populated by PSPC and no data entry on behalf of the Offeror is required.

d. Grammage

Purpose: This field indicates the basis weight and grammage of the paper represented by this line item. These are expressed in pounds per standard basis ream (lbs.) and in grams per square meter (g/m²).

Input instructions: This field is populated by PSPC and no data entry on behalf of the Offeror is required.

e. Format

Purpose: This field indicates the North American Standard size of the paper represented by this line item.

Input instructions: This field is populated by PSPC and no data entry on behalf of the Offeror is required.

f. Color

Purpose: This field indicates whether the paper represented by this line item is white or colour.

Input instructions: This field is populated by PSPC and no data entry on behalf of the Offeror is required.

g. Sheets per PK.

Purpose: This field indicates the number of sheets per package of the paper represented by this line item.

Input instructions: This field is populated by PSPC and no data entry on behalf of the Offeror is required.

h. Weighting Factor

Purpose: This field indicates the weighting factor applicable to this line item.

Input instructions: This field is populated by PSPC and no data entry on behalf of the Offeror is required.

i. Packs per Box

Purpose: This field indicates the number of packages per box of the paper represented by this line item.

Input instructions: This field is populated by PSPC and no data entry on behalf of the Offeror is required.

j. Manufacturer

Purpose: While the brand and manufacturer of a product may, in some instances, be marketed under the same name, this is not always the case. This field represents the name of the manufacturer (DOMTAR, CASCADES, BOISE, etc.) of the item offered.

Input instructions: Offerors must populate this field by indicating the name of the manufacturer of the paper offered for this line item.

k. Brand

Purpose: While the brand and manufacturer of a product may in some instances be marketed under the same name, this is not always the case. This field represents the name of the brand for the item offered (EarthChoice, Polaris, Enviro100, etc.).

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Input Instructions: Offerors must populate this field by indicating the brand of the paper offered for this line item.

l. Manufacturers Part Number

Purpose: This field represents the manufacturer's alphanumeric or numeric ordering code of the paper offered for this line item.

Input Instructions: Offerors must populate this field by indicating the manufacturer's part number of the paper offered for this line item.

m. Offeror Unique SKU

Purpose: This field represents the Offeror's unique Stock Keeping Unit (SKU) for one (1) unit of issue of the paper offered for this line item.

Input instructions: Offerors must populate this field by indicating the unique SKU of the paper offered for this line item. Note: Each line item must have a unique SKU.

n. Price (Open Box)

Purpose (Items 1-15): This field represents the price for one pack of the paper offered for this line item.

Input instructions (Items 1-15): The Offeror must enter a numerical value which represents its firm price for one package of the paper offered, inclusive of the designated Delivery Option, for this line item in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. All values submitted will be rounded to 2 decimals.

o. Price (1 to 39 Boxes)

Purpose (Items 1-15): This field represents the price for one pack of the paper offered for this line item.

Input instructions (Items 1-15): The Offeror must enter a numerical value which represents its firm price for one package of the paper offered, inclusive of the designated Delivery Option, for this line item in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. All values submitted will be rounded to 2 decimals. The amount represented in this field must be lower than the amount for the same line item in Column N.

p. Price (40 to 79 Boxes)

Purpose (Items 1-15): This field represents the price for one pack of the paper offered for this line item.

Input instructions (Items 1-15): The Offeror must enter a numerical value which represents its firm price for one package of the paper offered, inclusive of designated Delivery Option, for this line item in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. All values submitted will be rounded to 2 decimals. The amount represented in this field must be lower than the amount for the same line item in Column O.

q. Price (80 Boxes and up)

Purpose (Items 1-15): This field represents the price for one pack of the paper offered for this line item.

Input instructions (Items 1-15): The Offeror must enter a numerical value which represents its firm price for one package of the paper offered, inclusive of the designated Delivery Option, for this line item in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. All

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values submitted will be rounded to 2 decimals. The amount represented in this field must be lower than the amount for the same line item in Column P.

Purpose (Items 16-17): This field represents the surcharge applicable to the delivery of one box (or part thereof) of paper in accordance with the designated delivery option (Options 2 or 3).

Input instructions (Items 16-17): The Offeror must enter a numerical value which represents its firm surcharge price for the delivery of one box (or part thereof) of paper in accordance with the designated delivery option in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. All values submitted will be rounded to 2 decimals. The amount represented in this field must be lower than the amount for the same line item in Column P.

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APPENDIX 2- CERTIFICATION OF CONFORMITY

Manufactuer /Manufacturier	
Mill / Moulin	
Brand / Marque	
Product Code / Code Produit	
Applicable EFOT Line items / Articles de TEOF applicables	
Meets UL-2771 (Technical) / Rencontre UL-2771 (Technique)	
UL-2771 Load points / Points de charge UL-2771	

Property / Propriété Method / Méthode		Units / Unités	Paper offered Papier Offert
PCW Recycled or Agri Waste content		%	
Grammage	TAPPI T410	G/m2	
Thickness / Épaisseur	TAPPI T411	µm	
Opacity / Opacité	TAPPI T425	%	
Brightness / Luminosité	TAPPI T452	%	
Stiffness/ Rigidité (CD)	TAPPI T489	Taber	
Stiffness / Rigidité (MD)	TAPPI T489	Taber	
Smoothness / Lissé	TAPPI T538	mL/minute (Sheffield)	
Absolute Moisture / Humidité Absolue	TAPPI T412	%	

I hereby certify that the paper identified above meets the performance specifications detailed on this certificate and that any change in specification will be reported to the Standing Offer Authority in a timely fashion.

Mill Representative

Date

Offeror Representative

Date

This certificate alone does not constitute evidence of conformity. Additional documents may be required by PSPC to demonstrate conformity.